

Exhibit B
2009
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
CLEVELAND NATIONAL FOREST
and
VIEJAS FIRE DEPARTMENT

ANNUAL OPERATING PLAN

The PARTIES will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP will include protection area maps for all PARTIES, current rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and be a part of the Agreement. This AOP takes effect on January 01, 2009, and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both DEPARTMENT and FOREST SERVICE suppression resources that are identified in each PARTY'S Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting PARTY will not be required to reimburse the Supporting PARTY for initial attack actions taking place in these areas within the first 12 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions.

DESCRIPTION OF FOREST SERVICE DIRECT PROTECTION AREA (DPA)

For initial attack actions taking place within the Cleveland National Forest. This is to include the Descanso, Palomar and Trabuco Districts.

DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)

Lands owned by the Viejas Band of Kumeyaay Indians within the Congressional Boundary of the Cleveland National Forest fall under the FOREST SERVICE Direct Protection Area "DPA".

The DEPARTMENT will not be required to reimburse the FOREST SERVICE for any suppression action within the FOREST SERVICE DPA.

CLOSEST FORCES

The DEPARTMENT and the FOREST SERVICE agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both PARTIES. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting PARTY will request the most appropriate resource to aid in the suppression of a wildfire.

MOVE-UP AND COVER

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving Supporting PARTY engine companies and dozers (if applicable) to Protecting PARTY facilities which have been temporarily vacated because of emergency activity. The Protecting PARTY may provide subsistence and lodging at no cost to the Supporting PARTY. Mutual Aid (if applicable) "Move-up and Cover" will be at no cost to the Protecting PARTY for the initial Mutual Aid period agreed to in this Agreement. While in the Mutual Aid period (if applicable), if the Supporting PARTY'S resources are dispatched by the Protecting PARTY to a fire, Assistance by Hire will apply unless the fire is located in an area of predetermined aid (as agreed to in this Agreement). In no case will FOREST SERVICE resources be held in "Move-up and Cover" status beyond the end of their 16 hour maximum duty day.

SINGLE POINT RESOURCE ORDERING

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both PARTIES (Unified Command) and supported by order and request numbers.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The PARTIES agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the PARTIES' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the PARTIES agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used

outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The DEPARTMENT agrees to authorize use by the FOREST SERVICE of locally assigned frequencies for the management of incidents. These frequencies will be used for fire/emergency only within or adjacent to the DEPARTMENT'S responsibility area.

The FOREST SERVICE agrees to authorize use by the DEPARTMENT of locally assigned frequencies for the management of incidents. These frequencies will be used for fire/emergency only within or adjacent to the FOREST SERVICE'S responsibility area.

ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Fire Department's drawdown and commitments.

THE USE OF TRAINEES

Both PARTIES agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT. All other Department trainees that are not pre-approved will be the cost responsibility of the Department when assigned to incidents.

PAYMENT OF STRUCTURE PROTECTION

For wildfires within the DEPARTMENT'S or FOREST SERVICE'S DPA, the financial responsibility for the protection and suppression of structures remains with the Party who has statutory responsibility for structure suppression and protection.

For incidents involving both DEPARTMENT and FOREST SERVICE DPAs the cost share agreement should reflect the DEPARTMENT'S structure protection/suppression responsibilities and financial obligation within its jurisdiction.

In situations when the DEPARTMENT orders additional resources and initiates additional actions beyond the level deemed necessary by the unified command, the DEPARTMENT is responsible for the costs.

REIMBURSEMENT RATES AND METHODOLOGY

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA/OES). Personnel at Battalion Chief rank and below will be reimbursed at 1.5 times the rates in the Cal EMA/OES file. Personnel above the rank of Battalion Chief will be reimbursed at the straight-time rate in the Cal EMA/OES file. All personnel will be reimbursed portal-to-portal.

Reimbursement for equipment will be based upon the CFAA Rate Letter. The protecting agency will provide fuel and lubricants while the equipment is on the incident. The supporting agency will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit.

ADMINISTRATIVE RATE

Either PARTY may assess an administrative charge on reimbursable costs related to this agreement. The Department has three choices for their administrative rate:

- Department rate established according to OMB Circular A-87
- Current CFAA administrative rate
- Current Forest Service burden rate

This DEPARTMENT rate, based on the current rate established for CFAA reimbursements, during the effective date of this AOP will be the administrative rate listed in the current CFAA Rate Letter in effect at the time of dispatch of the DEPARTMENT resources.

The FOREST SERVICE will assess an administrative rate to reimbursable costs related to this agreement. This administrative rate during the effective date of this AOP will be: 8%

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Address of Forest Service:

USDA Forest Service
Cleveland National Forest
10845 Rancho Bernardo Rd
Ste 200
San Diego, CA 92127

Address of Fire Department:

Viejas Fire Department
1 Viejas Grade Rd
Alpine, CA 91901

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each PARTY'S policy. Extension of assignments beyond the Supporting PARTY'S policy may be requested. It is the responsibility of the Protecting PARTY to request relief personnel in advance of the Supporting PARTY'S policy time limit. The Protecting PARTY is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the DEPARTMENT and FOREST SERVICE agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both PARTIES agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. DEPARTMENT personnel assigned to a FOREST SERVICE incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the DEPARTMENT wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

AIR BOTTLE SUPPORT

The DEPARTMENT agrees to refill breathing apparatus bottles when requested by the FOREST SERVICE subject to compliance with all laws and policies pertaining to breathing apparatus.

NON-WILDFIRE INCIDENTS

The DEPARTMENT has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include FOREST SERVICE DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

FIRE PREVENTION

JOINT PRESS RELEASES Develop joint press releases on cooperative fire protection issues to ensure that the interests of both PARTIES are adequately addressed.

SMOKEY BEAR PROGRAM The PARTIES will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The PARTIES agree to cooperatively conduct local school and other fire prevention education programs.

FIRE PREVENTION SIGNS Coordination and placement of fire prevention signs should be coordinated by both PARTIES in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

LOCAL EVENTS The PARTIES agree to cooperatively conduct fire prevention programs at local community events.

PARTY.

NON-FIRE PROJECT USE OF RESOURCES

Each of the PARTIES agrees to provide resources and support as requested, to the best of their abilities, for non-fire projects such as prescribed burns and facility/compound maintenance. Such use of personnel and resources will be documented in separate project agreements signed by both PARTIES prior to the start of work. The project agreement will include a description of the work to be accomplished, the resources to be utilized, and the costs to be reimbursed.

WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)

FOREST SERVICE policy requires that "Wildland Fire Decision Support System" (WFDSS) be used for all fires on or threatening FOREST SERVICE administered lands that have escaped initial attack. The procedures require the FOREST SERVICE to participate in developing incident objectives for the suppression action. The FOREST SERVICE agrees to prepare the WFDSS documents and associated products, in addition to assisting in the development of the incident objectives. The FOREST SERVICE Line Officer or his/her representative will approve the completed WFDSS products and will review accuracy of incident objectives on a daily basis. The DEPARTMENT agrees to notify the FOREST SERVICE Line Officer or Duty Officer if an incident will require WFDSS. The FOREST SERVICE will ask the DEPARTMENT Incident Commander for input on the WFDSS.

SUPPRESSION AND DAMAGE COLLECTION

The DEPARTMENT and the FOREST SERVICE reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damage on the fires that affect both PARTIES. Any costs recovered as a result of independent litigation will not be subject to apportionment with the other affected PARTY.

REPAIR OF SUPPRESSION ACTIVITY DAMAGE

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the PARTY with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

MAPS TO SUPPORT ANNUAL OPERATING PLAN

On an as needed basis, maps needed to support this AOP will become attachments to the AOP. These may include the DPA boundary, fire protection facilities by PARTY and location, pre-planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

FS Agreement No. 08-FI-11050200-018

FD Tax ID No. 330409825

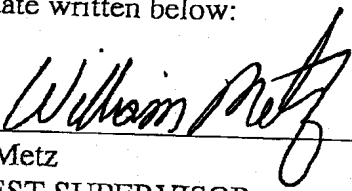
FD DUNS No. 11-289-9542

POSSESSION OF AGREEMENT AND AOP ON INCIDENTS

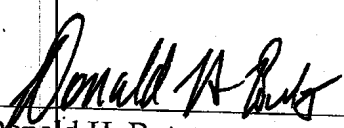
On incidents, the Supporting PARTY shall furnish the Protecting PARTY, upon demand, a signed copy of the Agreement and current AOP.

APPROVAL:

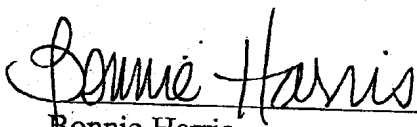
IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:


Will Metz
FOREST SUPERVISOR

10/14/09
Date


Donald H. Butz
DEPARTMENT CHIEF

10/9/09
Date


Bonnie Harris
FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST

08/10/09
Date